

PHILIP MORRIS

U.S.A.

120 PARK AVENUE, NEW YORK, N.Y. 10017-5592 TELEPHONE (212) 880-5000

February 17, 1995

Mr. Ramon Gonzalez
Hawks Productions
3827 S.W. 8th Street
Miami, FL 33134

MARLBORO Calle Ocho Dance

Dear Mr. Gonzalez:

This letter constitutes the agreement between Philip Morris Incorporated ("Philip Morris") and the Hawks Productions ("Promoter"), regarding Philip Morris' sponsorship, c behalf of its MARLBORO brand of cigarettes, of the MARLBORO Calle Ocho Dance (the "Event") to be held March 10, 1995 in Miami, Florida. The terms of our agreement follov

1. Sponsorship Rights. As the official title sponsor of the Event, Philip Morris will be entitled to the following:

(a) official tobacco sponsorship on behalf of its MARLBORO brand;

(b) the right to three kiosk locations, kiosks to be provided by Philip Morris;

(c) the exclusive right to display MARLBORO stage banners at the Main Ballroom and Mysuque Nightclub and signage on and around the kiosk locations and at othe sites throughout the Event to be mutually agreed upon by the parties;

(d) the exclusive right to distribute name generation cards and MARLBORO branded incentive items to smokers twenty-one years of age and older at locations at the Event to be mutually agreed upon by the parties;

(e) twenty complimentary tickets for the Event and VIP table seating; and

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(f) the right to recognition in advertising placed in connection with the Event and to approve in advance all materials and announcements prepared by Promoter that mention Philip Morris or MARLBORO; provided, that the approval is effected on a timely basis.

2. Sponsorship Payment. For the rights and permissions granted under the Agreement, Philip Morris will pay Promoter $13,000. Philip Morris will pay Promoter $6,500 within ten days of execution of the Agreement and submission of an invoice, and $6,500 upon submission of an invoice on March 10, 1995.

3. Term. The term of the Agreement will commence upon its execution and continue through the satisfactory completion of the Event. Philip Morris has the right to renew the Agreement, if the Event is held in 1996, upon written notice of commitment delivered to Promoter on or before December 31, 1995.

4. Independent Contractor. Promoter is and will remain an independent contractor and nothing in the Agreement will create a relation of principal and agent or employer and employee between Philip Morris and Promoter or any of its employees.

5. The MARLBORO Name. Promoter will have no right or interest in the MARLBORO name or the slogans, designs or logo-types associated with MARLBORO, except the limited right to use pursuant to the terms of the Agreement. All use is subject to the advance approval of Philip Morris as described in paragraph 1(j).

6. Insurance. Prior to the commencement of the Event, Promoter will deliver to Philip Morris original certificates of insurance evidencing coverage for (i) comprehensive general liability, including advertiser, spectator, participant, host liquor and contractual liability with limits of no less than $1,000,000 combined single limit for bodily injury, including personal injury, and property damage; (ii) comprehensive automobile liability including all owned, non-owned and hired vehicles, with limits of no less than $1,000,000 combined single limit; (iii) statutory workers' compensation coverage meeting all state and local requirements, including coverage for employers' liability with limits of no less than $500,000. The insurance certificates required by subparagraphs (i) and (ii) must name Philip Morris Incorporated, its affiliates, employees and assigns as additional insureds and must state that Philip Morris will be provided at least thirty days' prior written notice of any cancellation or modification of the insurance. The insurance must be primary coverage without right of contribution from any other Philip-Morris insurance.

7. Indemnity. Promoter indemnifies and holds harmless Philip Morris, its affiliates and each of their respective officers, employees, directors and agents from any claim, liability, cost or expense, including reasonable attorneys' fees, that arise from or may

be attributable to any error, omission or fault of Promoter. Promoter's obligation to indemnify and hold harmless will survive the termination or expiration of the Agreement.

8. Termination. If any federal, state, municipal or local law, regulation, ordinance, ruling or judgment becomes effective that makes the promotion of tobacco products as contemplated by the Agreement unlawful or impracticable or materially reduces the value of the Agreement to Philip Morris, the Agreement may be terminated by Philip Morris as of the date that the law, regulation, ordinance or ruling becomes effective, and Promoter will refund to Philip Morris all amounts paid to Promoter by Philip Morris hereunder during the Term. If the Agreement is so terminated, Promoter may deduct from the refund all nonrecoverable costs incurred by Promoter on behalf of Philip Morris.

9. Notices. Any notice given under the terms of the Agreement must be in writing and delivered by United States certified mail, return receipt requested, postage prepaid, and if to Promoter, at the address set forth above, attention: Mr. Ramon Gonzalez, and if to Philip Morris, to Philip Morris Incorporated, 120 Park Avenue, New York, New York 10017, attention: Director, Events Promotions.

10. Miscellaneous.

(a) The Agreement shall be governed by the laws of the State of New York applicable to contracts made and entirely performed in New York.

(b) Force Majeure, acts of God, or other causes beyond the control of either party delaying or causing the cancellation or delay of the Event will not subject Promoter or Philip Morris to any liability hereunder, except if, and to the extent, otherwise specifically provided herein.

(c) The Agreement may not be modified or amended except by a writing signed by both parties. No waiver of a breach of any term of the Agreement shall be deemed a waiver of any subsequent breach of that term or any other term or a general waiver.

(d) The Agreement may not be assigned by either party without the written consent of the other.

(e) This Agreement sets forth the entire agreement between the parties on its subject matter and supersedes all previous oral or written agreements between them on the subject matter.

(f) Each party hereto will comply with all applicable Federal, state and local laws, regulations and ordinances affecting its activities hereunder, including Title 15 U.S.C. § § 1331 et seq.

If the foregoing accurately sets forth our understanding, please signify your acceptance and agreement by executing the enclosed copies of this letter and returning one countersigned copy to me.

Very truly yours,
PHILIP MORRIS INCORPORATED

By: Elna Moore
Title: Group Manager

ACCEPTED AND AGREED AS OF
THE DATE OF THIS LETTER:

HAWKS PRODUCTIONS

By: Ramon Gonzalez
Ramon Gonzalez

Taxpayer ID No. ____________

Filing Status ____________

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